

Agreement
between the
Township of Lower Alloways Creek
and the
Lower Alloways Creek Police Officers' Association
an affiliate of
FOP Lodge No. 6

January 1, 2014 through December 31, 2019

AGREEMENT BETWEEN THE TOWNSHIP OF LOWER ALLOWAYS CREEK
AND THE LOWER ALLOWAYS CREEK POLICE OFFICERS' ASSOCIATION, an
affiliate of FOP LODGE No. 6 FOR
THE YEARS 2014-2019

A. The Township Committee of the Township of Lower Alloways Creek, herein referred to as "Township" and the Lower Alloways Creek Police Officers' Association, an affiliate of FOP Lodge No. 6 herein referred to as "FOP" agree as follows:

ARTICLE 1
RECOGNITION

This agreement represents the full and complete agreement between the FOP and the Township concerning working conditions and compensation for the calendar years 2014-2019. For the purposes of this agreement, the FOP is comprised of Police Officers, including Lieutenant, Sergeant First Class, Sergeant, Corporal and Patrolmen.

ARTICLE 2
WORK HOURS

A. The following shifts/schedules shall be in effect:

1. Twelve (12) hour – 6 AM to 6 PM and 6 PM to 6 AM.
 2. Shifts will rotate from day shift to night shift on a schedule mutually agreed upon by the FOP and the Director of Public Safety or the Chief of Police. The schedule will be as follows: 2 on – 2 off, 3 on - 2 off, 2 on - 3 off.
off.
- B. Each officer assigned to a twelve (12) hour shift shall be entitled to thirteen (13) hours of Kelly time off on the last day of each calendar month up until the signing of this agreement. Thereafter, Kelly Time shall cease.
- C. Kelley Time accumulation shall be eliminated, by each officer assigned to a 12 hour shift, taking 8 hours off in each 28 day period.

as probationary officer.

C. For purposes of calculating a prevailing rate or wage, 2080 hours actually worked will constitute one (1) year's service.

D. The Township may employ up to three part-time officers simultaneously. If a Part-time Police Officer is hired as full-time, a service adjustment will be made after five years of continuous full-time service, with no retroactive pay or pension payments. For the purpose of service adjustment, one year of part-time service would equal 2080 hours actually worked.

E. Any officer who assumes the duties of a Corporal because there is no corporal or other superior officer on duty and in a capacity to respond to calls for service shall be paid one dollar per hour (\$1.00 per/hr) more than the officer's regular rate.

F. Any officer who is assigned to duty investigations shall be paid at the Corporal rate of pay, unless they already hold a rank above Corporal at which time the officer shall remain at his/her rate of pay.

ARTICLE 4 OVERTIME

1. Prevailing Wage or Prevailing Rate means the employee's hourly wage/rate which is determined by dividing 2080 hours into the employee's yearly salary.

2. Each Officer shall be paid 1 ½ times his/her prevailing hourly wage for all time in excess of the hours of ordinary duty.

ARTICLE 5 SHIFT DIFFERENTIAL

In addition to regular salary, each Officer shall receive \$.65 per hour for every hour worked on the 6 PM to 6 AM shift.

end of his/her previously scheduled and worked shift.

E. Employee's compensatory-time bank shall not exceed 60 hours without a mutual agreement of the FOP and the Township.

ARTICLE 7
BONUS FOR DUTY INVESTIGATOR

An annual bonus of five hundred dollars (\$500.00) will be paid to the duty investigator provided he performs the position of duty investigator for a period of more than six (6) months during the calendar year for which said bonus was paid.

ARTICLE 8
CLOTHING MAINTENANCE ALLOWANCE

A. Township shall furnish all uniforms to Officers and shall, in addition, pay a clothing maintenance allowance of \$800.00 per year to each Officer.

B. Non-uniformed sworn officers will receive a \$700.00 per year clothing purchase allowance.

ARTICLE 9
PERSONAL TIME AND BEREAVEMENT

A. PERSONAL TIME: Each Officer shall be entitled to 56 (fifty-six) hours of personal time for personal business, provided that the Director of Public Safety or the Chief of Police, or their designee approves the time off in advance of the time.

B. BEREAVEMENT: Members and employees will be allowed three (3) bereavement days with pay for any time, from the day of death until the day after burial, for the following family members: father, mother, grandfather, grandmother, grandchild, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law.

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, first degree cousin,

- A. This injury or illness is not a direct result from engaging in any outside business or employment that has not been approved in advance by the Director of Public Safety or the Chief of Police, or their designee; and
- B. The Officer produces a certificate from a New Jersey Licensed Medical Doctor stating that he/she is unable to report for duty, if illness exceeds two (2) days; and
- C. Such salary shall terminate at the end of six (6) months continuous absence from duty, subject to review, at which time there shall be a review and determination made of the case, by the Township Committee and Chief of Police.

ARTICLE 12
JURY LEAVE

- A. An employee called to jury duty by the Clerk of the Court shall be paid by the Township the difference between his daily base rate of pay and the daily jury fee, subject to the following conditions:
 - 1. The employee must-notify the Police Chief immediately upon receipt of a summons for jury service.
 - 2. The employee has not voluntarily sought jury service.
 - 3. The employee submits adequate proof of the time served on jury duty and the amount received for such service.
- B. If on any given day the employee is attending jury duty, he or she is released by the court at least four (4) hours prior to end of his shift, that employee shall be required to return to work within one hour of release from jury duty that day in order to receive pay for that day.
- C. If the employee works the night shift, he will be excused from work if he goes to jury duty for an entire day.

First \$100 paid at first visit; the remaining \$400 paid by 20% of the next \$2,000 for single coverage.

b. Family Coverage or
Parent/Child

\$1,000 maximum out-of-pocket expenses paid by the employee. The \$1,000 out-of-pocket expenses shall be paid as follows:

First \$200 paid at first visit; the remaining \$800 paid by 20% of the next \$4,000.00 for family coverage.

2. Co-pays for Prescriptions

\$5.00 co-pay:	generic prescriptions
\$20.00 co-pay:	brand-name prescriptions
Mail order:	twice the applicable co-pay

Whenever possible, generic prescriptions will be preferred, when medically possible.

C. **Dental Benefits.** The Township shall pay for and maintain current dental insurance for full-time Township employees, their spouse, and unmarried children under 26 years of age.

D. If the Township elects to change the healthcare coverage, the Association will consent to the change so long as the healthcare coverage provided is equal to or better than the IDA with Well Care in effect at the signing of this agreement.

E. Dependents shall be covered under 26 years of age or as otherwise required by law.

ARTICLE 15
DISABILITY HEALTH INSURANCE

In the event an Officer becomes disabled as a result of an incident which occurs on the job and in the line of duty, the Township will pay said member's costs for continuing health insurance benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA) on a monthly basis until such time that:

to reestablish the claim each year with the Township Financial Officer.

(2) Dependents under this coverage shall have the same qualifications as in the terms of other coverage provisions. Dependents shall be covered under 26 years of age provided that if said dependents are over 19 years of age and under 26 years of age they are matriculated in an accredited educational institution and are actively pursuing a degree or certification program.

C. After retirement, when a Police Officer predeceases a spouse, the surviving spouse will be covered until remarriage.

ARTICLE 18 EYE EXAMINATION ALLOWANCE

The Township will pay up to \$200.00 to Police Officers and/or any member(s) of his/her immediate family for an annual eye examination and corrective lenses upon submittal of receipt from a licensed optometrist. The total benefit may be used as a lump sum at any time during the term of the contract. If the officer leaves the Township's employment during the term of the contract, the Officer shall reimburse the Township the prorated amount not earned during the contract period.

ARTICLE 19 GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problem which may arise affecting the terms and conditions of employment under this Agreement.

B. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department. Nothing contained herein shall prohibit the parties from raising a timeliness

current Collective Bargaining Agreement. Employees shall have the right to counsel, union representation, and the rights as defined by the "Law Enforcement Officers Protection Act", "Weingarten", and "Garrity", and "Loudermill".

2. Suspensions

Any member disciplined for any departmental charges shall be entitled to a hearing, prior to the imposition of that discipline. Nothing in this Agreement shall limit or deny the right to a hearing, as it may be available in other circumstances pursuant to applicable law.

3. Appeals

All appeals or disciplinary actions shall comply with applicable law. Minor disciplinary actions must be appealed through the Collective Bargaining Agreement Grievance Procedure. Appeals of major disciplinary action shall not be subject to the CBA grievance procedure.

G. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

Grievance Committee: There shall be a Grievance Committee established by and within the FOP for the purpose of screening grievances for merit before they are filed with the Township. The composition, authority, and method of operation of the Grievance Committee shall be at the FOP's sole discretion. With the exception of grievances challenging the imposition of minor discipline, only the Grievance Committee shall have the authority to file grievances with the Township. The Grievance Committee shall have

(PERC) for binding arbitration. Alleged violations of this Agreement may be submitted to arbitration. The selection of an Arbitrator and the arbitration shall be in accordance with the rules and procedures of PERC. Simultaneously, with application to PERC, the FOP will send notice to the Employer of its arbitration petition.

- a. The decision of the Arbitrator shall be binding upon the Employer and the FOP and the employee.
- b. The parties may direct the Arbitrator to decide, as a preliminary question, whether he/she has jurisdiction to hear and decide the matter in dispute.
- c. The costs for the services of the Arbitrator shall be borne equally by the FOP and the Township. Any other expense, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- d. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add, modify, or detract from in any way the provisions of this Agreement or of any amendment or supplement thereof.
- e. Only one (1) grievance at a time may be submitted to any one (1) arbitrator.
- G. Upon prior notice and authorization of the Police Chief, the designated FOP representative shall be permitted as a member of the Grievance Committee to confer with the employees and the Employer on specific grievances in accordance with the grievance procedure set forth herein during work hours of employees, without loss of pay, provided

2015.

Lower Alloways Creek Police Officers

David *Ries, LACPO*

Township of Lower Alloways Creek

Anthony W. Ries
Mayor

Deputy Mayor
David Ziegler
Clerk